



ITALIAN TRADE AGENCY

Los Angeles Office

Prot. N 0016445/24

February 9th, 2024

RUP: Alessandra Rainaldi (CdC:3CB2)

COAN U23EC037P1; COGE 650902004

CIG: N/A

MARKET SURVEY

**RE: LEASING OF DISPLAY STRUCTURES - FURNITURE AND OTHER RELATED SERVICES
ITALIAN PAVILION AT SXSW 2024
AUSTIN (TX), 10-13 MARCH 2024 – AUSTIN CONVENTION CENTER**

1. INTRODUCTION

ITA - Italian Trade Agency is the Governmental agency that supports the business development of Italian companies abroad and promotes the attraction of foreign investment in Italy. ITA is headquartered in Rome and operates with a net of offices worldwide linked to Italian Embassies and Consulates and works closely with local authorities and businesses. In the US, ITA is present in the following cities: New York, Chicago, Los Angeles, Houston and Miami.

For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website [https://www.ice.it/en/\(Italian/English\)](https://www.ice.it/en/(Italian/English)).

2. AWARDING ENTITY

ITA - Los Angeles Office – Trade Promotion Section of the Consulate General of Italy - is located 12424 Wilshire Blvd, Suite 1400 - 90025 Los Angeles (California), Mrs. Alessandra Rainaldi, Trade Commissioner - Email: losangeles@ice.it, Tel +1 (323) 879-0950; Fax +1 (310) 203-8335 – www.ice.it.

The ITA Los Angeles Chief Procurement Officer (CPO)/ *Responsabile Unico del Procedimento* (the acronym is RUP in Italian) is **Alessandra Rainaldi**, the ITA Los Angeles Trade Commissioner.

3. BACKGROUND

ITA is organizing the Italian Pavilion at SXSW inside the Creative Industries Expo, to be held from March 10th to 13th 2024, with an extension to the following 18 days after the show. The ITA's Pavillon - approximately 800 sqft (20x40) - will include:

- One exhibition space hosting up to 10 startups, in close collaboration with some Italian partners;
- a Lounge/Arena for startup pitches, panels and networking.

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4. SERVICES REQUESTED

Leasing of display structures-furniture and other related services for the Italian Pavilion at SXSW 2024, as specified in the Technical Description (Annex 1), in the Special Conditions (Annex 2) and in the Project (Annex 3) herewith attached and including:

- Design and leasing of display project.
- On site supply and set up of all display, furnishing and decorating structures.
- All transportation, costs (inbound and outbound), insurance.
- All the necessary custom duty procedures.
- Electrical hook up and usage.
- Maintenance during the show.
- Dismantling of the display after the show.
- All other related labor and material.
- Wi-Fi services
- 1 80' TV screen
- Podium
- Audio System including 1 staff technician onsite dedicated to the project.
- Drayage
- 1 Espresso coffee machine with pods (Italian brand), cups and stirrs. 1 water dispenser + 5 water bottles (5 gallons)

5. BUDGET

The total budget will not exceed **USD 39,000.00** (thirty-nine thousand), all included.

Please note that the ITA is a tax-exempt organization.

ITA reserves the right to:

- increase or decrease the contractual amount by a max of 20% as needed without any further obligations towards the awarded Contractor.
- resize the exhibiting space, according to the final confirmation of the total number of participating companies from our Headquarters.

6. MINIMUM REQUIREMENTS FOR PARTICIPATION

In order to participate in this Market Survey, the company shall meet the following requirements referred to in art. 9 of Ministerial Decree 192/2017:

- a) It shall be eligible and possess all the necessary qualifications, in full compliance with local laws.
- b) It shall be authorized and licensed to do business in the company's state of residence and in the state of California.
- c) It shall be located in the US
- d) It shall be registered in the ITA's Vendor list (see more details at the following link Business Vendor Registration).

The awarding of the contract will be subject to the verification of these general requirements.

If the company should fail to meet those requirements for the duration of the contract, ITA reserves the right to cancel the contract.

7. SUBMISSION PROCEDURE AND DEADLINE

To submit your best quotation, your company is required to fill out and to send the following documentations, exclusively by email, **by February 23rd 2024, at 12:00 pm (noon) (PST)** to losangeles@ice.it;

- **Annex 4 - ECONOMIC OFFER**, with your price quotation (both in digits and letters).
- **Annex 5 - "Requirements for Direct Negotiation Under the European Union Threshold of Euro 40,000.00"** (Documento Unico), duly filled in, dated, signed and notarized along with a photocopy of the signer's valid ID (State issued driver's license or ID or Passport).

Please consider that:

- The quotation must be **equal or inferior to the total available budget (\$39,000.00)**.
- If a discrepancy is found between the proposal indicated in numbers and the one indicated in letters, **the lower amount will be taken into consideration**.
- The quotation must include transportation inbound and outbound, assembling, disassembling and maintenance of the proposed structure for the duration of the contract.
- The itemized quotation must be included in all points of your proposal.
- Multiple option proposals cannot be taken into consideration.
- For Rules and Regulations, please refer to the Exhibitor Manual of Show Organizers herewith attached.

No offers shall be accepted if:

- Emails are received after the deadline or have been presented in a form other than that indicated above.
- They are conditional or do not clearly accept the conditions required, create misunderstandings as to the contractor's willingness to adhere fully to the said conditions or the indication of the cost;
- They are incomplete, even if emailed within the stated deadline. An offer is deemed to be incomplete if it does not accept all the terms.

8. AWARD CRITERIA AND EVALUATION PROCESS

The contract will be awarded based **on the lowest price**, pursuant to art. 11 of DM 192/2017.

After identifying the best quotation, the Italian Trade Agency Los Angeles will award and execute the contract. The award will take place even in the presence of a single quotation, as long as it is deemed valid.

9. CONTRACT DURATION

The contract will run from the date of signing **until April 13, 2024**. **There will be no tacit renewal of this contract.** ITA and the awarded Company shall enter a Contract based on the price offered by the bid awarded company.

IMPORTANT: in case your company is chosen to provide the service, it will be required to register in the ITA's Vendor list (see more details at the following link [Business Vendor Registration](#)).

It is expressly forbidden to resort to subcontracts, in consideration of the specific nature of the services, which need a trustworthy interlocutor.

10. TERMS OF PAYMENT

Payments will be made by ITA in USD as follow:

- 20% of the total amount upon signing the contract and presentation of an original invoice;
- 80% balance after the conclusion of the trade exhibition and upon presentation of an original invoice, after a successful final inspection of all work and supplies and on receipt of confirmation from the exhibition organizers attesting the removal was completed on time without causing any damage, and the area was returned to pre-exhibition conditions.

Please note: prior to the payment of the final invoice, a "Certificate of Regular Execution" will be issued by ITA, to certify that the service was fully completed in accordance with the terms agreed. Payment will be made within thirty (30) days upon receipt of the original invoice, addressed to the attention of Director Alessandra Rainaldi - Italian Trade Commission - 12424 Wilshire Blvd, Suite 1400, 90025, Los Angeles, CA.

The ITA Los Angeles Office makes payments via ACH. The awarding Agency will be required to provide their ACH Routing number and account number so that our payments can be properly credited.

Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying tax on purchases over \$ 325.00.

11. PENALTIES

For each day of delay in delivery or non-compliance with the Technical description and the Additional specifications contained herein, there will be a deduction from the contract's total amount equal to 2% penalty up to ten percent (10%), calculated on the value of the individual service rendered, net of any claim for greater damages, shall be applied.

12. RULES OF CONDUCT OF THE AGENCY AND/OR STAFF OF THE AGENCY

In the execution of the contract, the awarded Company undertakes to fully respect the Code of Conduct adopted by ITA with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 619/23 on 01/27/2023.

The Code of Conduct is available on the website <https://www.ice.it/it> at the section "Amministrazione Trasparente" (Transparent Administration) — "Disposizioni generali" (General provisions) — "Atti generali" (Acts of general application) "Code of Conduct". For any breach of obligations under the code, if the same is considered serious, ITA will have the option to terminate the contract. By signing you agree to the terms outlined in this document and, to the best of your knowledge, affirm that you have not retained or engaged professionally anyone who has ceased his

or her employment with the Italian Trade Agency within the last three years and whom had occupied a management role in said organization or had been delegated management powers to execute contracts or other commercial transactions on behalf of the said organization.

13. WHISTLEBLOWING

The Italian Trade Agency, in compliance with applicable legislation, is committed to taking all reasonable steps to protect whistleblowers who report or disclose information on breaches of the law observed in the context of their work-related activities. The reports, which are kept fully confidential, are managed through an IT application available on the Homepage of the Italian Trade Agency – ICE website - Whistleblowing section (<https://www.ice.it/it/whistleblowing>).

14. COMPETENT JURISDICTION

In case of a dispute between the Italian Trade Agency and the awarded company, the Court of Law of California, U.S.A., will be competent jurisdiction. In the event of a disagreement between the ITA and awarded company, the prevailing party shall be entitled to recover attorney's fees and costs from the non-prevailing party.

15. PRIVACY

The awarded Company is invited to read the Information on the processing of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the institutional website of ITA-Agency at <https://www.ice.it/it/privacy>.

Access to tender documents is governed by Law no. 241 of August 7, 1990.

16. CONTACT PERSON

For further information concerning this Market Survey, kindly contact the Italian Trade Agency – Los Angeles Office - Email: losangeles@ice.it, Tel +1 (323) 879-0950; Fax +1 (310) 203-8335 – www.ice.it.

We look forward to receiving your proposal.

Sincerely,
Alessandra Rainaldi
Trade Commissioner

A handwritten signature in blue ink, appearing to read 'Alessandra Rainaldi', is written over a horizontal line.